

3-0768

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A G R E E M E N T

Between

NOTICE OF
COLLECTIVE BARGAINING

BOROUGH OF AVALON,

CAPE MAY COUNTY, NEW JERSEY

and

LOCAL #59 OF THE NEW JERSEY

STATE POLICEMEN'S BENEVOLENT ASSOCIATION

(Members of the Avalon Police Department)

parties

• • • • • • • • • • • • • • •
January 1, 1973 through December 31, 1974
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PREAMBLE

THIS AGREEMENT, made and entered into this Fifth
day of July, 1973, between the Borough of Avalon in
the County of Cape May, hereinafter referred to as the Borough or
Employer and Local 59, Policemen's Benevolent Association, herein-
after referred to as the PBA.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in
order that a harmonious relationship may exist between the Borough and
the PBA to the end that continuous and efficient service will be
rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE 1 - ASSOCIATION RECOGNITION

Section 1. The Borough hereby recognizes the PBA as the sole
and exclusive representative for all patrolmen, detectives and officers
below the rank of Chief in the police department, and dispatchers.

Section 2. The title Policeman shall be defined to include
the plural as well as the singular and to include males and females,
Police Clerk excluded.

ARTICLE I A - MANAGEMENT RIGHTS

Section 1. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

ARTICLE 11 - LEGAL REFERENCE

Section 1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties heret. agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Section 2. The provisions of this agreement shall be subject to and subordinate to and shall not anul or modify existing applicable provisions of State and Local Laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this agreement, shall be duly enacted by the Board of Commissioners.

ARTICLE 111 - MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained and not less than the standard, now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this agreement.

ARTICLE IV - THE ASSOCIATION REPRESENTATIVE AND MEMBERS

Section 1. The employer agrees to grant the necessary time off without discrimination to any employee designated by the PBA to attend Local, State and International meetings or the conventions or to serve in any capacity on other official PBA business provided 72 hours written notice is given to the employer by the PBA. No more than one employee shall be granted time off at any one time.

Section 1-a. If an employee of this department is the state delegate for PBA Local #59, he shall be granted time off for the above-mentioned meetings and conventions in addition to the one employee referred to hereinabove.

Section 2. Authorized representatives of the PBA shall be permitted to visit Police Headquarters or the Office of the Police Chief or the Office of the Public Safety Commissioner for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably, subject to 48-hour notice.

Section 3. During the negotiations, the Association representatives so authorized by the Association not to exceed four shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary.

ARTICLE V - THE RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under the New Jersey State Law and Federal Law.

ARTICLE VI - RETIREMENT

Employees shall retain all pension rights under New Jersey
Law.

ARTICLE VII - EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other agreement or contract with its employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE VIII - LEAVE OF ABSENCE

A leave of absence without pay may be granted for a good cause to any employee for a period up to six months. The leave may be extended not to exceed an additional six-month period.

ARTICLE IX - DUES CHECK OFF

The Borough agrees to deduct PBA dues upon receipt of a written authorization from the employee, and once a month shall remit the monies collected for this purpose to the Financial Secretary of the Association. Dues shall be deducted from the first pay period each month.

ARTICLE X - ASSOCIATION NOTIFICATION

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established, as provided under N. J. S. 34:13A-5.3.

ARTICLE XI - WORK WEEK, OVERTIME

Section 1. The present working hours shall be continued in effect. When this contract is finally drawn up, the precise schedule of working hours shall be set forth herein.

Section 2. If an employee is required to work longer than his regular tour of duty, he shall have the choice of receiving overtime or compensatory time off up to January 1, 1974. After January 1, 1974 he shall have the option of receiving straight time plus one half compensatory time, or time and a half compensatory time.

Section 3. In construing overtime any fraction of a part of any hour shall constitute a full hour.

Section 4. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of two hours at either straight time rates or compensatory time off, at the employee's discretion.

Section 5. If an employee is recalled to duty, he shall receive a minimum guarantee of two hours compensation at either straight time rates or compensatory time off at the discretion of the employee.

Section 6. Stand by. If an employee is required to stand by at his house or any other place, he shall be compensated for such stand by time at compensatory time off.

ARTICLE XII - VACATIONS

Annual vacations shall be granted as follows:

If employed on or after April 1st, no vacation; if employed prior to April 1st, 7 working days; one to ten years, 14 working days; ten to twenty years, 21 working days; over twenty years, 28 working days. Vacation periods shall be from the Monday following Labor Day to the Friday preceding Memorial Day; and Monday through Friday only the first two weeks of June following Memorial Day as work pressure allows.

APPENDIX XIII - HOLIDAYS

Employee shall be entitled to 14 holidays in addition to one personal day off. The holidays shall be compensated by granting equal compensatory time off. Christmas to be allotted on a rotating basis.

The following holidays shall be recognized:

1. New Year's Day	8. Columbus Day
2. Lincoln's Birthday	9. Veteran's Day
3. Washington's Birthday (Third Monday in February)	10. General Election Day
4. Good Friday	11. Thanksgiving Day
5. Memorial Day	12. Day after Thanksgiving Day
6. Independence Day	13. Christmas
7. Labor Day	14. Municipal Election Day

ARTICLE XIV - SICK LEAVE

Section 1. If an employee is incapacitated and unable to work because of an injury incurred while on duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the employee's own doctor.

Section 2. Employees shall be granted 5 sick days for 1973 and 10 sick days for 1974 which shall be accumulative from year to year and limited to a maximum of 120 working days and subject to one year written notice. Employees shall not be required to provide the Borough with a doctor's notice until the beginning of the fourth day.

ARTICLE XV - INSURANCE, HEALTH AND WELFARE

Section 1. The borough shall provide the Blue Cross, Blue Shield, including rider J coverage, and Major Medical Insurance for the employee and his family. His family is that as covered by existing Blue Cross and Blue Shield contracts.

Section 2. The Borough shall provide the employee with false arrest insurance of \$100,000.00 per man and \$300,000.00 per incident.

Section 3. The Borough shall provide liability insurance coverage for the employees acting in the course of their employment, including the operation of their private vehicles in the course of their employment.

Section 4. The Borough shall supply to all employees necessary legal advise and counsel in defense of charges filed against them in performance of their duties in accordance with applicable New Jersey statutes. The Borough will carry liability insurance covering employees for claims for personal injury, death or property damage, arising out of or in the course of their employment, and the Borough shall pay and satisfy any judgments against said employees as permissible by New Jersey statutes.

ARTICLE XVI - OPTION TO RETURN TIME FOR SALARY

Any employee of this department shall have the option upon proper notice to the commissioner prior to October 1st of receiving salary in lieu of vacation or compensatory time. This shall apply for a maximum of five working days. Payment is to be made in the first pay in December of the following year.

ARTICLE XVII - CLOTHING ALLOWANCE

Section 1. The Borough shall continue to furnish uniforms as heretofore.

Section 2. Non-uniformed members of the Department shall receive \$200.00 annually as a clothing allowance. These monies shall be made available to the men upon a receipt turn-in basis.

ARTICLE XVIII - TERMINAL LEAVE

Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal leave shall be computed retroactive to January 1, 1973. An employee must be employed a minimum of ten years before becoming eligible to receive terminal leave payments as set forth above.

ARTICLE XIX - TIME OFF

Section 1. Employees shall be granted three days off without deduction from pay or time owed, and shall be granted additional time off without deduction of pay or time owed at request granted and extended at the discretion of the department commissioner for the following requests:

- (a) Death in the immediate family, from the date of death to and including the day of funeral;
- (b) Serious illness (including childbirth) in the immediate family;
- (c) Baptism, communion, confirmation, graduation and marriage of employee's children or immediate family, one day only.
- (d) An active part in any of the above mentioned ceremonies (best man, sponsor, etc.), one day only.
- (e) Immediate family shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother or grandfather, grandchildren, sister-in-law and brother-in-law.

Section 2. If an employee requires additional time off for the above mentioned reasons, such time off may be granted by the department commissioner.

ARTICLE XX - MILITARY LEAVE

Section 1. Any employee called into the armed forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Association and employees as quickly as possible, so as to assure efficiency and promote employees' morale. A grievance is defined as any disagreement between the Borough and the employees or the PBA involving the interpretation, application or violation of this agreement. All grievances shall be processed as follows:

(1) They shall be discussed with the employees involved and the PBA representatives, with the Chief of the Department or any representative designated by him. An answer shall be made to the PBA within five calendar days by the Chief or his designated representative.

(2) If the grievance is not settled through Step 1, the same shall be reduced to writing by the PBA and submitted to the Commissioner of Public Safety, or any person designated by him, and the answer to such grievance shall be made in writing, a copy to the Association, within five days of the submission.

(3) If the grievance is not settled through Steps 1 and 2, the PBA shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne by the Borough and the PBA equally.

Section 2. Nothing herein shall prevent any employee from processing his own grievance provided representatives of the PBA may be present at such hearings and provided, further, that no settlement with any such employee shall violate this agreement.

ARTICLE XXII - QUALIFICATION OF EMPLOYMENT

All standards presently in effect for entrance to the position of patrolman shall be maintained and not less than the present standards.

ARTICLE XXIII - COMMENDATION AND HONORABLE MENTION

At the discretion of the department commissioner, compensatory time for the following rewards shall be granted:

For honorable mention, two days; and for commendation, one day.

ARTICLE XXIV - PERMISSION TO LEAVE THE BOROUGH

The employees may leave the Borough during time off without receiving permission unless instructed otherwise at any specific emergency situation.

ARTICLE XXV - PATROL CARS

The Borough agrees to provide air conditioned cars with AM radios and rear window defrosters.

ARTICLE XXVI - AMBULANCE

Employees shall only man the ambulance on emergency runs to the following hospitals:

- (1) Shore Memorial
- (2) Burdette Tomlin Memorial

ARTICLE XXVII - UNSAFE VEHICLES

The Borough shall repair unsafe vehicles immediately or remove said vehicles from service.

ARTICLE XXVIII - WAGES

Section 1. The salary for Dispatchers, Patrolmen and Officers shall be as follows:

	<u>1973</u>	<u>1974</u>
Dispatcher	6,650	7,050
1st year Patrolman	8,000	8,500
2nd year Patrolman	8,400	9,000
3rd year Patrolman	8,800	9,500
4th year Patrolman	9,400	10,200
Sergeant	10,400	11,200
Captain	11,400	12,200

Section 2. Detectives shall receive a stipend of \$300.00 above his Patrolman pay grade.

Section 3. On January 1 of each year, all men who have had an anniversary date during the preceding twelve (12) months shall receive their incremental increase for that anniversary.

ARTICLE XXIX - LONGEVITY

In addition to salary, employees shall receive longevity pay to be computed at 2% of employee's base pay for every five years of service to a maximum of 10%. Longevity pay shall be computed from the original date of employment.

ARTICLE XXX - PROBATIONARY PERIOD

New employees shall serve a probationary period of one year as present Borough Code. During said probationary period, they shall be paid as if they were qualified first year patrolmen. For purposes of seniority and longevity, the original date of hire shall be used.

ARTICLE XXXI - SAVINGS BONDS

Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by the employee from his pay check to be used in purchasing savings bonds for said employee.

ARTICLE XXXII - COURT TIME

Should it become necessary for an employee to appear in Court, he shall be paid as follows:

For a County or Superior Court, he shall receive straight time pay for each hour in Court, or compensatory time, with a two-hour minimum guarantee.

For Municipal Court, he shall receive a minimum of two hours straight time pay or compensatory time.

ARTICLE XXXIII - MANPOWER

The police force shall be maintained at a strength not less than at present for the duration of this contract. Squads are to be kept at uniform strength at all times.

ARTICLE XXXIV - DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1, 1973 and shall terminate on December 31, 1974. Bargaining for the next succeeding contract shall commence on or about August 1, 1974. In the event no agreement is reached between the parties by November 1, 1974, it is hereby agreed that an impasse shall have been reached and at that time, the parties agree to mediation and factfinding pursuant to New Jersey Statutes Annotated, 34:13A-1, et seq. If an agreement is still not reached following mediation and factfinding, parties agree to submit their issues to an arbitrator whose decision on the terms of said collective bargaining agreement shall be binding upon the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration including the arbitrator's fee shall be borne equally by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals at Avalon, New Jersey, on this Fifth day
of July, 1973.

LOCAL #59 OF THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION

By: Charles S. Dawson
Reymond Anderson
William S. Holmes
John S. Haskell

Attest:

Virginia Oler

BOROUGH OF AVALON,
CAPE MAY COUNTY, NEW JERSEY

By: Edgar V. N. Allen

Attest:

Virginia Oler